

Execution Version

JEFFERIES FINANCE LLC

520 Madison Avenue
New York, New York 10022

CONFIDENTIAL

June 16, 2022

Revlon, Inc.
One New York Plaza
New York, New York 10004
Attention: Victoria Dolan, Chief Financial Officer

Fee Letter

Ladies and Gentlemen:

Reference is made to the Engagement Letter dated the date hereof between Jefferies Finance LLC ("*Jefferies*", "*we*" and "*us*") and Revlon Consumer Products Corporation (the "*Company*" or "*you*") (the "*Engagement Letter*"). Capitalized terms used but not defined in this Fee Letter have the meanings assigned thereto in the Engagement Letter (including the attachments thereto). This letter agreement is the fee letter referred to in the Engagement Letter.

As consideration for Jefferies' arrangement services in connection with the Facility, you agree to pay (or cause to be paid) to Jefferies, for its own account, an arrangement fee (the "*Arrangement Fee*") equal to [REDACTED]. The Arrangement Fee will be fully earned and due and payable in full on the Closing Date.

In addition, as consideration for Jefferies' agreement to act as Administrative Agent for the Facility, you agree to pay (or cause to be paid) to Jefferies, solely for its own account, an annual agent fee in an amount equal to [REDACTED] (the "*Agent Fee*") which fee shall be fully earned by, and due and payable to Jefferies, annually in advance, commencing on the Closing Date and thereafter on each anniversary of the Closing Date for so long as they Facility is in effect (with rebates for partial periods).

You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances except as otherwise agreed in writing by you and the person entitled to such payment. All fees payable hereunder will be paid in immediately available funds and shall be in addition to any reimbursement of Jefferies' reasonable and documented or invoiced out-of-pocket expenses to the extent reimbursable pursuant to the Engagement Letter. All amounts payable under this Fee Letter will be made in cash in U.S. dollars and, in any case shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up by you for such amounts.

The obligations of the Company hereunder include that (A) within one (1) business day after the commencement of the Chapter 11 Cases, the Debtors shall have filed a motion (in form and substance reasonably satisfactory to the Engagement Parties) with the Bankruptcy Court seeking authority to pay the Arrangement Fee, the Agency Fee and all Expenses and indemnities required to be paid under the Engagement Letter and this Fee Letter, (B) within three (3) business days after the commencement of the Chapter 11 Cases, the Bankruptcy Court shall have entered an order (in form and substance reasonably satisfactory to the Engagement Parties) authorizing and directing the Company to pay the Arrangement Fee, the Agency Fee and all Expenses and indemnities required to be paid under the Engagement Letter

and this Fee Letter to the applicable Engagement Parties and (C) the Arrangement Fee and the first annual payment of the Agency Fee shall have been paid to the applicable Engagement Parties in full on the Closing Date.

The provisions of this Fee Letter shall survive the expiration or termination of the Engagement Letter (including any extensions thereof), the execution and delivery of the Facility Documentation and the closing and/or funding of the Facility.

You agree that this Fee Letter and its contents are subject to the confidentiality provisions of the Engagement Letter and that such provisions survive the expiration or termination of the Engagement Letter (including any extensions thereof) and the funding of the Facility. It is understood and agreed that if you are required to file this Fee Letter by the Bankruptcy Court, you shall be permitted to file this Fee Letter with the Bankruptcy Court only under seal (with all economic terms (including fees) redacted in a manner acceptable to the Administrative Agent) and to the extent required, provided an unredacted copy of this Fee Letter to the Bankruptcy Court, the Office of the United States Trustee for the Southern District of New York, and to counsel and financial advisors to any statutory committee appointed in the Chapter 11 Cases on a confidential "professionals only" basis.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee Letter. This Fee Letter shall not be assignable by you without our prior written consent, is intended to be solely for the benefit of the parties hereto, and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto.

THIS FEE LETTER, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY TO THIS FEE LETTER, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS FEE LETTER OR THE TRANSACTION CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW, AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER.

Each of the parties to this Fee Letter irrevocably and unconditionally: (a) submits, for itself and its property, (i) prior to the filing of the Chapter 11 Cases in the Bankruptcy Court to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County, and any appellate court from any thereof and (ii) on and after the date that the Chapter 11 Cases are filed in the Bankruptcy Court, the exclusive jurisdiction and venue of the Bankruptcy Court and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, the courts described in clause (i) of this sentence (collectively, the "*Chosen Courts*") in any action or proceeding arising out of or relating to this Fee Letter or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in the Chosen Courts;

(b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Fee Letter or the transactions contemplated hereby in the Chosen Courts; (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in the Chosen Courts; and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties to this Fee Letter agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

[Signature Pages Follow]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to us executed counterparts hereof, whereupon this Fee Letter shall become a binding agreement between you and us.

Very truly yours,

JEFFERIES FINANCE LLC

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Accepted and agreed to as of
the date first written above:

REVLON, INC.

By: 
Name: Victoria Dolan
Title: Chief Financial Officer